



CITY OF CHICAGO

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

Licensee: Chicago Sport Complex, LLC
Premises: 2600 W. 35th Street, Chicago, IL 60632
Licenses: Public Place of Amusement
Account Number: 383723

Pursuant to the City of Chicago Municipal Code Section §4-156-311 (d) 3(A), the City of Chicago Department of Business Affairs and Consumer Protection, and the above-named Licensee have agreed to the following conditions to assure that the continued operation of Licensee's business will not cause a deleterious impact on the health, safety and welfare of the community. It is further understood and agreed upon that the above Licensee will resume operations only when all of the provisions, laws, rules, regulations, guidelines, orders, and/or provisions applicable to and imposed on the Licensee and its business by the State of Illinois and/or the City of Chicago, have been revised and or lifted so as to allow Licensee to resume operations as an indoor soccer facility.

- 1. Capacity, Prohibited Gatherings & Social Distancing:** Licensee will strictly limit its capacity to such number as may be required/allowed by provisions, laws, rules, regulations, guidelines, orders, and/or provisions applicable to and imposed on the Licensee and its business by the State of Illinois and/or the City of Chicago at the time. All tables will remain not less than 6 feet apart. Licensee will prevent Prohibited Gatherings and will require that with regard to any Gathering that Social Distancing be maintained at all times. Licensee will provide physical guides such as signs to ensure that customers remain at least six (6) feet apart. Additionally, Licensee's employees will also personally ensure that Social Distancing is maintained at all times. If space becomes limited, customers will be asked to wait away from the establishment before being allowed to enter once space becomes available.

Licensee will not permit indoor music volume to interfere with its employees or customers' ability to practice social distancing while talking, or otherwise interacting with each other. Licensee will limit its indoor capacity as required by applicable mandates set by the State of Illinois or City of Chicago from time to time. In all situations Licensee's largest tables will be limited to six (6) people per table (or to a lesser amount as may be required by applicable laws and ordinances) while maintaining standard social distancing requirement. Licensee will funnel all customer entry and exits to one access point (except for in an emergency situation) in order to maintain an accurate count of total occupancy at all times. Additionally, management and staff will monitor and manage the number of customers and capacity of the premises to ensure they are within limits and safe Social Distancing is maintained at all times. Staff members responsible for monitoring occupancy shall utilize handheld counting clickers to track customers entering and exiting the Premises.

2. **Encouraging Limited Interactions:** If practical: Licensee will encourage cashless payment methods, encourage reservations to minimize waiting and facilitate time to clean and sanitize, encourage customers to maintain social distancing while waiting to enter the Premises. During operating hours, in the event that the Premises shall reach maximum capacity Licensee will employ a sufficient number of personnel with appropriate training to supervise any customers waiting lines to enter the Premises. Said personnel will monitor and supervise compliance with, and enforcement of, the health and safety measures set forth in and referred to in this Agreed Plan to Safely Reopen (the "Plan"), including any and all applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time, including the wearing of masks over nose and mouth and Social Distancing requirements. If any of those waiting in line are not willing to comply with said health and safety measures, they will be rejected admission to the premises and directed to leave by Licensee's personnel.
3. **Customer and Employee Entry to Establishment:** Licensee's staff will ensure that everyone (customers, non-customers, and employees) other than people with medical conditions or disabilities that prevent them from safely wearing a face covering) has a mask and is wearing one upon entering its Premises. If anyone wishing to enter its Premises does not have a mask, Licensee will provide one free of charge. Each customer's temperature will also be taken at the door and anyone with a fever as defined by the CDC (the CDC defines a fever as a temperature of 100.4° F or higher) shall be denied access to Licensee's Premises. All employees will be encouraged to self-identify symptoms before leaving home and to stay at home if symptomatic. Entry to Licensee's Premises will be denied to anyone with displayed or self-identified symptoms of Covid-19. With regard to each of its employees, Licensee will, subject to applicable laws and ordinances, and in a manner prescribed by the Commissioner of Health for each day an employee reports to the workplace at the start of every work shift ask the employee the following questions to serve as a self-screening protocol: (1) Have you had a body temperature over 100 degrees Fahrenheit or have you used a fever reducer in the previous 24 hours to treat a body temperature over 100 degrees Fahrenheit? (2) Do you have a new cough that you cannot attribute to another health condition? (3) Do you have a new sore throat that you cannot attribute to another health condition? (4) Do you have new shortness of breath that you cannot attribute to another health condition? Each employee's temperature will be taken when they arrive for their shift. Employees with a fever as defined by the CDC or that otherwise exhibit symptoms of illness or that report that they are not feeling well shall not be allowed to come to or remain at work. In the event that Licensee learns that any of Licensee's employees have tested positive for COVID-19 or that any employee has come in close contact with someone that has tested positive for COVID-19, Licensee shall not allow that employee at the business. Licensee will inform fellow employees of their possible exposure but maintain confidentiality as required by the Americans with Disabilities Act. Licensee will instruct all other employees to self-monitor for symptoms. Licensee will identify where the infected employee worked, as well as those individuals—including colleagues, customers, visitors, and vendors—the infected employee came into contact with during the 14 days prior to testing positive or first displaying symptoms.
4. **Hand Washing & Sanitization:** Sanitation or hand washing facilities shall be made readily available to each customer at not less than 12 stations located throughout the Premises. In addition, Licensee will provide supplies and accommodations that allow employees to follow

hand washing and other sanitation procedures and require employees to follow such procedures at reasonably regular intervals; Employees will receive training on how to wash their hands. All staff will be reminded during daily pre-shift meetings that must be washed at least every 30 minutes, and more often as required (e.g. contact with contaminant splash, surfaces, or items). Licensee will implement a zero-tolerance policy for staff members who do not abide.

5. **Protective Gear:** In all common spaces of the Premises (indoor and outdoor, and bathrooms) where customers are permitted, face coverings will be worn (over nose and mouth) by all customers or others visiting the Premises (except in those situations where otherwise permitted by applicable law, ordinance or government mandate). Customers will be permitted to remove their masks only while actively eating or drinking, or as allowed by any provisions, laws, rules, regulations, guidelines, orders, and/or provisions applicable to and imposed on the Licensee and its business by the State of Illinois and/or the City of Chicago that may be in effect at the time the licensee is permitted to reopen as an indoor soccer facility. Licensee will ensure that every employee who interacts with customers and is able to medically tolerate a mask is wearing a mask for the duration of a shift. Employees will receive training on how to wear and properly remove PPE.
6. **Visual Guidance:** Licensee will maintain and provide visual guidance throughout the Premises on hygiene standards for customers and employees and entry requirements including social distancing and floor markers; Licensee will post outside the Premises non-verbal agreement, guidelines and/or criteria for customers to enter the Premises; Licensee will clearly mark any area (waiting lines, restrooms, etc.) where customers or employees line-up with appropriate physical distancing guidance.
7. **Cleaning & Sanitation:** Licensee will continue to utilize its own employees and continue to hire an outside firm to thoroughly clean and sanitize its Premises high-touch areas and other surfaces. Licensee will thoroughly clean and sanitize its Premises prior to opening and upon opening throughout the day. High touch front of house areas will be sanitized every 30 minutes and back of house between tasks. Bathrooms will be monitored, cleaned, and sanitized regularly. Staff will be trained to ensure safe and proper application of disinfectants. Licensee will continue to thoroughly clean and sanitize any sports equipment that it may provide to customers.
8. **Hours of Operation:** Licensee may be open to the public and shall only operate its business during the legally permissible hours of operation under its then current licenses in accordance with the Municipal Code of the City of Chicago and any and all other applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time. Specifically, Licensee will (a) cease operations between 11:00 P.M. and the legally established hour of opening. Licensee will lock the doors to the business at 11:00 P.M. During the hours of closing, no person other than the Licensee or employees or members of the immediate family of the Licensee shall be permitted to remain inside the business or premises. Licensee shall maintain a roster at the business of all current employees.
9. **Revised Requirements:** To the extent any or all of the provisions, laws, rules, regulations, guidelines, orders, and/or provisions applicable to and imposed on the Licensee and its

business by the State of Illinois and/or the City of Chicago (collectively the "Requirements"), including those Requirements enacted as a result of as a result of COVID-19, are revised the Licensee shall thereafter comply with such revised Requirements, and so long as Licensee shall be in compliance with said revised Requirements the Licensee shall not be deemed to be in default of its obligations under this Plan. When, as, and to the extent any or all of such Requirements (including those requiring Social Distancing, requiring face coverings to be worn over nose and mouth, and forbidding Prohibited Gatherings) are rescinded the Licensee shall no longer be required to comply with same. The operation of Licensee's business and all other conditions of the Licenses are and shall continue to be governed by the City of Chicago Municipal Code, as may be amended from time to time.

10. **Additional Provisions:** Licensee shall not offer and/or provide food or liquor for sale or consumption to customers without first obtaining all necessary licenses required by law including but not limited to 1) Retail Food Establishment License, and/or 2) Liquor-Tavern License, Liquor-Club License, and Liquor-Consumption on Premises, Incidental Activity License. Furthermore, Licensee shall not permit/allow any employees or customers to smoke indoors in Licensee's place of business. Licensee shall not lease out the premises or allow any events at the licensed premises where licensee or its agent is not present and operating the business. No third parties or promoters should be allowed to take control of the licensed premises.

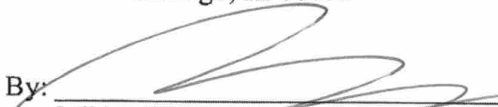
The conditions of this Plan are legally binding and may be enforced by City of Chicago enforcement authorities under the Municipal Code of Chicago. Violation of the above-stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to Licensee. Violations of the above stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the Licensee's license.

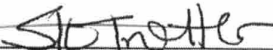
The agreed conditions of this Plan shall apply to the business address of Licensee and to Licensee, and to all officers, managers, members, partners and direct or indirect owners of Licensee. The sale of the business to other persons purchasing or otherwise acquiring the membership units of Licensee does not void the conditions placed on the License and any and all potential new owners of Licensee shall be subject to the same agreed conditions set forth in this Plan.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan next to the Licensee's license certificate in a conspicuous place at the business Premises.

Licensee: CHICAGO SPORT COMPLEX, LLC

Premises: 2600 W. 35th Street
Chicago, IL 60632

By: 
~~XXXX XXXX XXXX~~ Ruben Espinoza
Member
Chicago Sport Complex LLC


Shannon Trotter
City of Chicago
Department of Business Affairs and
Consumer Protection

Date: December 22 2020